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9 Attorneys for Secured Creditor U.S. BANK TRUST  
10 NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL  
11 CAPACITY, BUT SOLELY AS TRUSTEE OF THE  
12 TRUMAN 2021 SC9 TITLE TRUST  
13

14 UNITED STATES BANKRUPTCY COURT

15 CENTRAL DISTRICT OF CALIFORNIA (LOS ANGELES)

16 In Re:	)	CASE NO.: 2:22-BK-10162-VZ
	)	
17 ROBERT DANIEL GHIUZELIAN,	)	CHAPTER 13
	)	
18 Debtor	)	<b>STIPULATION FOR ADEQUATE</b>
	)	<b>PROTECTION</b>
	)	
	)	<u>Hearing</u>
	)	Date: 04/04/2023
	)	Time: 10:00 AM
	)	Ctrm: 1368
	)	
	)	

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22 COME NOW, Debtor ROBERT DANIEL GHIUZELIAN and Movant U.S. BANK,  
23 NATIONAL ASSOCIATION, AS TRUSTEE FOR TRUMAN 2021 SC9 TITLE TRUST  
24 A/K/A, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL  
25 CAPACITY, BUT SOLELY AS TRUSTEE OF THE TRUMAN 2021 SC9 TITLE TRUST and  
26 enter into the following Stipulation for Adequate Protection regarding the Debtor and the real  
27 property located at 53 Meadow View Drive, Pomona, CA 91766 (the "Property")  
28

## ADEQUATE PROTECTION AGREEMENT

(This attachment is the continuation page for paragraph 7 of this order.)

The stay remains in effect subject to the following terms and conditions:

1. ☐ The Debtor tendered payments at the hearing in the amount of \$\_\_\_\_\_.
2. ☒ The Debtor must make regular monthly payments in the amount of \$1,115.08 commencing (date) April 1, 2023. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant under this Adequate Protection Agreement must be paid to Movant at the following address:  
  
Rushmore Loan Management Services, LLC  
P.O. Box 52708  
Irvine, CA 92619
3. ☒ The Debtor must cure the post-petition default computed through March 2023 in the sum of \$4,587.49 which sum represents the January 2023 February 2023 and March 2023 post-petition payments each in the sum of \$1,115.08 totaling \$3,345.24, less \$0.61 in debtor's suspense account plus Movant's attorney's fees and costs incurred in the filing and prosecution of the Motion for Relief in the sum of \$1,242.86 as follows:
  - a. ☒ In equal monthly installments of \$ 764.58 each commencing (date) April 15, 2023 and continuing thereafter through and including (date) September 15, 2023.
  - b. ☐ By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - c. ☐ By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - d. ☐ By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - e. ☐ Other (specify): \_\_\_\_\_
4. ☒ The Debtor must maintain insurance coverage on the Property and must remain current on all taxes that fall due post-petition with regard to the Property.
5. ☐ The Debtor must file a disclosure statement and plan on or before (date) \_\_\_\_\_  
The disclosure statement must be approved on or before (date) \_\_\_\_\_  
The plan must be confirmed on or before (date) \_\_\_\_\_
6. ☒ Upon any default in the terms and conditions set forth in paragraphs 1 through 5 of this Adequate Protection Agreement, Movant must serve written notice of default to the Debtor and the Debtor's attorney, if any. If the Debtor fails to cure the default within 14 days after service of such written notice:
  - a. ☐ The stay automatically terminates without further notice, hearing or order.
  - b. ☒ Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
  - c. ☐ The Movant may move for relief from the stay upon shortened notice in accordance with LBRs.
  - d. ☐ The Movant may move for relief from the stay on regular notice.
7. ☒ Notwithstanding anything contained in this Adequate Protection Agreement to the contrary, the Debtor shall be entitled to a maximum of (number) three (3) notices of default and opportunities to cure pursuant to the preceding paragraph. Once the Debtor has defaulted this number of times on the obligations imposed by this order and has been served with this number of notices of default, Movant is relieved of any obligation to serve additional notices of default or to provide additional opportunities to cure. If an event of default occurs thereafter, Movant will be entitled, without first serving a notice of default or providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform under this

Adequate Protection Agreement, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

8. ☒ This Adequate Protection Agreement is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, this Adequate Protection Agreement ceases to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
9. ☒ If Movant obtains relief from stay based on the Debtor's defaults under this Adequate Protection Agreement, the order granting such relief will contain a waiver of the 10-day stay as provided in FRBP 4001(a)(3).
10. ☒ Movant may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which Movant would otherwise have been entitled under applicable nonbankruptcy law.
11. ☒ Other (*specify*):

The co-debtor stay of Section 1301 will be terminated on the same grounds as to the Debtor.

Should Debtor default hereunder the failure to tender the post-petition delinquency in full will not deemed a cure of the default and Movant may proceed with its default remedies as set forth herein.

Movant is awarded its attorney's fees and costs, reimbursable as set forth above.

**IT IS SO STIPULATED:**

Dated: 4/3/2023

NEXUS BANKRUPTCY

By:   
BENJAMIN HESTON, ESQ.  
Attorney for Debtor

Dated: 4/4/2023

LAW OFFICES OF DIANE WEIFENBACH

By: /s/ Diane Weifenbach  
DIANE WEIFENBACH, ESQ.  
Attorneys for Movant

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

5120 E. La Palma Ave #209, Anaheim, CA 92807

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION FOR ADEQUATE PROTECTION**

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 04/04/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Debtors' Attorney: Benjamin R Heston – bhestonecf@gmail.com  
Chapter 13 Trustee: Nancy Curry: ecfnct@trustee13.com  
US. Trustee: ustpregion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) 04/04/2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Robert Daniel Ghiuzelian - 53 Meadow View Drive, Pomona, CA 91766  
Co-Debtor: Cheryl Lynn Ghiuzelian - 53 Meadow View Drive, Pomona, CA 91766

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/04/2023

*Date*

Hope Upham

*Printed Name*

/s/ Hope Upham

*Signature*